

# Anthracite Operators Explain Effect of Demands of Employees

## Miners' Demand No. 1

We demand the next contract be for a period of two years, commencing April 1, 1916, and ending March 31, 1918, and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

The anthracite miners ask for a two-year agreement, beginning and ending simultaneously with the agreements in the bituminous field—a business arrangement that is shown by actual experience in the bituminous field to threaten a bi-yearly disturbance of the peace and prosperity of the miners, operators, and general public.

The United States Government reports show that the time lost by strikes and suspensions, due to expiration of wage agreements in the bituminous coal field, between 1900 and 1912, in the years in which new agreements were negotiated, was 81,362,264 working days—a loss in earning capacity approaching the labor cost of digging another Panama Canal. The loss of time in those years in which no wage agreements were negotiated was less than one-tenth (1-10) as great.

In 1902, after a strike of six months' duration, the President of the United States appointed a commission, consisting of Judge George Gray as chairman, with Carroll D. Wright, U. S. Commissioner of Labor, the Right Rev. John L. Spaulding, Brig. Gen. John M. Wilson, Edgar E. Clark, then head of the Railway Conductors; Thomas H. Watkins, a coal operator, and Edward W. Parker, Statistician of the U. S. Geological Survey, and instructed them as follows:—

White House,  
Washington, October 23, 1902.

To the Anthracite Coal Strike Commission.

Gentlemen:—

At the request both of the operators and the miners, I have appointed you a Commission to inquire into, consider and pass upon the questions in controversy in connection with the strike in the anthracite region, and the causes out of which the controversy arose. By the action you recommend, which the parties in interest have in advance consented to abide by, you will endeavor to establish the relations between the employers and the wage earners in the anthracite fields on a just and permanent basis, and, as far as possible, to do away with any causes for the recurrence of such difficulties as those which you have been called in to settle. I submit to you herewith the published statement of the operators, following which I named you as members of the Commission.

THEODORE ROOSEVELT.

This Commission made a thorough investigation of labor conditions lasting four months, and its award, except as modified in the additional concessions given to the miners from time to time, is still in effect. It has produced prosperity and reasonable industrial peace throughout the anthracite region. The anthracite operators believe that the industrial disturbances incident to bi-yearly contracts are an unnecessary evil, expensive to miners, operators, and the public alike, and that reasonable adjustments can be made from time to time without the necessity of periodical disturbances, if the automatic method of the sliding scale, a profit-sharing plan established by the Commission and abolished at the demand of the miners in 1912, is restored.

The sliding scale guaranteed the miners a minimum wage, but granted them an increase of 1% in their wage for each increase of 5 cents a ton in the price of domestic coal at New York, which was the basing point.

## Present Agreement Protects Individual

Under the present agreement it is provided that all new work shall be paid for at a rate not less than the rate paid for old work of a similar kind and character.

Under this provision the operator may contract with his employees for the prosecution of such work as is not specifically provided for in the rates already established, paying therefor a rate which will give to his employees not less than the standard of wages paid for old work for which rates have already been established.

In case of dispute the agreement provides that the fairness of the rate is subject to the review of the Board of Conciliation.

The operators hold that it is their unquestioned right to make any change in the method of the conduct of their mining operations, which will increase additional safety to their employees or greater efficiency in their methods of production, provided that said change does not result in any reduction of wages to their employees below those rates established by the award of the Anthracite Coal Strike Commission and the agreements subsequent thereto.

## Miners' Demand No. 2

We demand an increase of 20 per cent. on all wage rates now being paid in the anthracite coal field.

## Household Coal—60c a Ton Increase

The miners have made a demand for an increase in wages to the extent of twenty (20) per cent. The present cost for labor alone of anthracite is approximately \$1.80 a ton. An advance of twenty (20) per cent. in wages would mean an increase of thirty-six (36) cents in the cost of every ton of anthracite produced.

The annual production of anthracite amounts to about 80,000,000 long tons of which sixty (60) per cent. is for domestic use. The steam sizes, comprising forty (40) per cent. of the total (in the nature of a by-product), are sold for the best price obtainable in competition with bituminous coal. The cost of producing all sizes is the same. The revenues received from the steam sizes is far below the cost of mining, and, therefore, the coal used by householders and other consumers of domestic sizes of anthracite must be sold at a price which will produce, when added to the receipts from steam coal, a reasonable profit on the entire production. This demand is equivalent to approximately sixty (60) cents a ton increase in the cost of the domestic sizes of anthracite.

## Miners' Earnings Over 36 Per Cent. Increase

The miners justify this demand as follows: "Wages which were below normal increased five and one half per cent. in twelve (12) years and food forty (40) per cent. Surely this constitutes the basis for an even greater demand than was made."

The Anthracite Coal Strike Commission, after careful investigation, stated "As to the general contention that the rates for contract miners in the anthracite region are lower than those paid in the bituminous region for work substantially similar, or lower than are paid in other occupations requiring equal skill and training, the Commission finds that there has been a failure to produce testimony to substantiate either of these propositions." The Commission found that the average annual earnings of the contract miner in 1901 were \$560.00; in the same year the average working time of anthracite colliers was 196 days of ten hours each; in 1902 the miners were given a ten (10) per cent. advance plus a sliding scale; in 1912 they were given another ten (10) per cent. advance, the sliding scale being abolished at the request of the miners, making a total net increase in 1912 as compared with 1901 of twenty-one (21) per cent. In 1914, a normal year of mining operations, the average working time of anthracite colliers was 245 days of nine hours each. The anthracite miner, therefore, has received an advance in his opportunity for earning due to the increased time worked by anthracite colliers of twelve and one half (12½) per cent. over and above his wage increases. The anthracite miner who in 1901 earned \$560.00 annually, if he now works with the same energy as he did at that time, would earn \$762.30 annually, an increased earning capacity of thirty-six (36) per cent.

In the case of day labor in and around the anthracite mines, such employees were awarded by the Commission, in 1902, the same rate for nine hours' work that they had previously received for ten hours. "Between 1902 and 1912 they were benefited to the extent of the increased working time and the sliding scale. In 1912 they were given a flat increase of ten (10) per cent. on the rates of 1902. Under the circumstances this class of labor has, through increased opportunity for work and increased rates of pay, advanced its earning capacity thirty-seven and one half (37½) per cent.

The miners claim that food costs forty (40) per cent. more than at the time the Anthracite Coal Strike Commission made its award. Were this the fact the reports of the United States Bureau of Labor show that the cost of food represents forty (40) per cent. of the workman's cost of living for himself and his family. This would indicate an increase of only sixteen (16) per cent. in his total cost of living, as compared with an increase of over thirty-six (36) per cent. in his earning capacity.

Since the 1912 agreement, which was accepted by both parties, it has been shown by evidence presented before the Board of Arbitration in the matter of the strike of the employees of the Wilkes-Barre Railway Company in 1915, that from 1912 to 1915 the cost of living had increased only three and one-tenth (3 1-10) per cent., including the cost of food, fuel, rent, clothing, taxes, insurance, social and religious organizations, tobacco and periodicals, etc. Rent, so far as the miner is concerned, has not materially changed.

The increase in the opportunity for earnings as compared with the increase in the cost of living combine to make the increased prosperity of the anthracite miner far in advance of other classes of labor. The greatly increased deposits since 1902 in the banking institutions of the anthracite region, as well as the increased ownership of homes by mine workers, bear out this statement.

## Miners' Demand No. 3

We demand an eight-hour day for all day labor employed in and around the mines, the present rates to be the basis upon which the advance above demanded shall apply, with time and half time for overtime and double time for Sundays and holidays.

## Users of Domestic Sizes Would Bear the Burden

The miners demand an eight-hour day as the maximum for all labor in and out the mines. This demand is not made for the contract miner, who suits his own convenience as to his working time and rarely labors more than six or seven hours daily.

The Anthracite Coal Strike Commission awarded an eight-hour day, without loss of daily wage, to those classes of workmen such as firemen and certain engineers whose labor was sufficiently burdensome to warrant it. Other classes of labor work a nine-hour day.

To reduce the maximum number of hours which a breaker may work each day, as demanded by the miners, will certainly reduce the capacity of the anthracite mines and will surely increase the danger of a coal shortage at the time of year when an increased production is required by the consumers of coal.

The employees in the anthracite mines have abundant opportunity for social recreation. If the higher cost of living is the reason for the demands of the anthracite employees, the workmen certainly should be willing to give the same thrift, time and energy as heretofore. There is nothing in the demand which will increase their annual compensation. On the other hand, the cost of maintaining, pumping out, ventilating and timbering the anthracite mines is a continuous expense, and any reduction in output of the mines must increase the cost of producing coal.

## Miners' Demand No. 4

We demand full and complete recognition of the United Mine Workers of America of Districts Nos. 1, 7 and 9, Anthracite.

## The Same Objections Still Obtain

A complete recognition of the United Mine Workers of America of Districts Nos. 1, 7 and 9 is demanded. The Anthracite Coal Strike Commission declared that the constitution of the United Mine Workers did not offer inviting inducements to enter into contractual relations with it, and the Commission declined to order the recognition of the Union.

The operators asserted at that time, and they continue to assert, that they have no objection to their employees joining union or labor organizations.

Under the award of the Anthracite Coal Strike Commission there is no discrimination between union and non union men. The operators believe that the rights of organized labor are fully protected by the open shop principle established by the Commission, which declined to approve a "closed shop" arrangement, such as is now proposed, involving practically the compulsory membership of all employees in an organization. In the words of the Commission, "the contention that a majority of employees, by voluntarily forming a union, acquire authority over others is untenable" and as Abraham Lincoln said, "No man is good enough to govern another man without that other's consent."

Their further unwillingness to recognize and deal with the United Mine Workers, as then and as at present constituted, was based on the fact that the majority of the members of the union were employed in the bituminous coal fields, that the organization was officered chiefly by bituminous coal men, and that to deal with them would be dealing with an organization controlled by men engaged in a rival industry. The Commission based its award upon those contentions which were sustained by evidence and upon the fact that the local unions in the anthracite field were, to some extent, controlled by the votes of young boys lacking in experience, wanting in judgment, and, so far, irresponsible. The reforms in the constitution of the United Mine Workers, which were recommended by the Commission, have not been effected. It is unreasonable to subject the anthracite region to the politics of an organization absolutely controlled from the outside. The full recognition of the union, as demanded by the miners, involves the "check off," which means the compulsory collection by the operators of such dues, assessments, fines, etc., as may be assessed against the miners by union officials, an American practice.

Our investigations in the bituminous field fail to show any place where recognition of the United Mine Workers of America has secured the common benefits—the elimination of strikes, promotion of peace, and the speedy settlement of disputes—which it is claimed will be accomplished if granted for the anthracite region.

## Miners' Demand No. 5

We demand a more simplified, speedy and satisfactory method of adjusting grievances.

## A Misleading Statement

The miners give as a reason for this demand that the present system, "Growing out of contract provisions between miners and operators is antiquated."

This explanation is not in strict accordance with the facts. The present method of settling differences has not grown out of contract provisions between miners and operators. It was imposed upon the miners and operators in the anthracite region by the Anthracite Coal Strike Commission as a part of its award, which provided a Board of Conciliation, through the operation of which strikes and lock-outs should become unnecessary.

This Board consists of six permanent members, three elected by the miners and three elected by the operators, and an umpire appointed when the members disagree by the President of the United States Court of Appeals of the Third Judicial Circuit. The umpire so appointed have been Hon. Carroll D. Wright, Hon. Chas. P. Neill, former U. S. Commissioner of Labor, and Hon. George Gray, of Delaware.

In the 1912 agreement the miners insisted upon a departure from the method of settling grievances established by the Commission. This change provided for grievance committees at every colliery, which should consider with the company officials grievances originated by the miners. Instead of promoting peace, however, the activities of these committees have increased the number of local strikes throughout the region, in violation of the letter and spirit of the agreement, by almost ten-fold.

The operators believe it better to abolish the grievance committees and return absolutely to the method established by the Anthracite Coal Strike Commission. The Board of Conciliation established by it provides an open court and a simple and efficient method for the adjustment of difficulties that cannot be settled immediately by the miner with the local official of the company. The work of the Board of Conciliation has stood the test of thirteen (13) years; it is held up by economists and students of labor problems, both here and abroad, as a model, and it is believed that any further departure from the rules laid down by the Commission will be a decided step backward and an encouragement to labor troubles in the anthracite field. Some complaints have been made over delays in securing action by the Board, but its decisions have always dated back to the time when the grievance was first raised, and no man has suffered loss on account of the time required for its proper adjudication. We are not aware of any court of last resort in the country which has cleared its calendar more thoroughly or more promptly.

It is impossible to decide these controversies at sight. Some investigation and earnest consideration is required to decide any controversy. The law's delays have been a fruitful source of complaint from time immemorial, but human wisdom has never been able to devise a system of administering justice which does not involve time for investigation, when the passions aroused by the controversy have subsided, and time given for calm deliberation; all of which are essential to secure righteous judgment.

## Miners' Demand No. 6

We demand that no contract miner shall be permitted to have more than one working place.

## A Demand That Would Destroy Ambition

This demand is apparently intended to limit the earning capacity of the more efficient miner, who, in reality, acts in the capacity of a general contractor. There can be no well-founded objection to the system for the reason that the agreement of 1912 distinctly provides that "the rates paid by any contract miner to his employees shall not be less than the standard rate for that class of work."

This arrangement was satisfactory to the miners in 1912. Conditions have not changed, and we believe that any individual who desires to take contracts of this nature, and by his ability and energy is able to increase his earnings, should be encouraged in his ambition and not fettered by rules and regulations to the contrary.

## Miners' Demand No. 7

We demand that the selling price of mining supplies to miners be fixed on a more equitable and uniform basis.

## Mining Supplies

This demand refers to the price of mining supplies, mainly explosives and oil. To safeguard the lives of the miners and protect the mines it is necessary to have explosives and oil standard in character. The operator is responsible for accidents, and, therefore, must necessarily purchase and distribute proper supplies to the miners. They are sold at little advance over their cost and expense of handling, and at the present time the cost of some of these supplies to the operator is greater than the price at which he sells them to the miner.

## Miners' Demand No. 8

We demand that whenever coal is mined by the car all coal shall be weighed and be paid for on a mine run basis by the ton of 2,240 pounds, and shall be paid for dirt and rock.

## A Great Expense Without Gain for Anyone

The subject of this demand represents another case where the Anthracite Coal Strike Commission declined to interfere with established custom. In rendering its decision the Commission said it was "not prepared to say that the change, to payment by weight, based on 2,240-pound ton, when the price would necessarily be adjusted to the number of pounds, would prove of sufficient benefit to the miner to compensate for the expense and trouble thereby imposed upon the operators, now paying by the car."

There has been no change in methods and the same argument applies with equal force today. A car of fixed capacity is certainly a standard of measure, just as the quart and peck are standards in trade.

The price paid per car has been fixed on the basis of coal cleaned to within a fixed limit of impurities. For veins carrying a large amount of refuse material, either the price per car has been adjusted to meet the condition or the miner is paid a special consideration for eliminating dirt and rock. Under the circumstances, it is not necessary to hoist such refuse to the surface and go through the process of removal in the course of manufacture in the breaker. Every well-managed business throws out waste as soon as possible; to do otherwise would be asking the public to pay a premium for inefficient methods that were entirely unwarranted and unjustifiable.

## Miners' Demand No. 9

We demand a readjustment of the machine mining scale to the extent that equitable rates and conditions shall obtain as a basis for this system.

## A Matter for Adjustment

The operators believe the rates now paid are fair, but if any adjustment is necessary, there is no objection on their part to making such changes as will give the machine mining men the opportunity of earning wages that are equitable as compared with those of equivalent occupations.

## Miners' Demand No. 10

We demand that the arrangements of detailed wage scales and the settlement of internal questions both as to rates and conditions be referred to the representatives of the operators and miners of each district to be adjusted on an equitable basis.

## Miners' Demand Will Abolish Arbitration

The miners justify this demand on the following ground: "Miners and operators constitute the contracting parties for the purpose of mining coal. It is absurd to refer differences arising from this contractual relationship to parties other than their representatives." Disputes between citizens over their contractual relations are settled by the courts, and the judges, who are empowered by law to find and declare justice, are not the representatives of either party. The operators believe that differences between employers and their employees who are directly affected should be settled by the interested parties, if possible. If they cannot agree, they believe that the differences should be adjusted by the fair and open arbitration provided by the Board of Conciliation as established by the Anthracite Coal Strike Commission, by which the 368 cases that have come before it have been satisfactorily adjudicated.

## Finally

Every well-informed man who has made a study of conditions in the anthracite field will agree that the anthracite industry as a whole is now conducted on as low a margin of profit as is possible if the operators are to continue to serve the public.

As any increase which may be granted must necessarily be eventually paid by the heads of families and other users of anthracite, the operators, while desiring to deal justly with their employees, deem it their plain duty to resist any unreasonable demands.

SCRANTON COAL COMPANY, By J. B. DICKSON.  
DOBSON COAL COMPANY, By ALAN C. DOBSON.  
DELAWARE, LACKAWANNA & WESTERN COMPANY,  
By E. E. LUDWIG, Vice-President.  
THE DELAWARE & HUDSON COMPANY, By W. R.  
WILLIAMS, Vice-President.  
GREEN RIDGE COAL COMPANY, By W. L. CONNELL,  
President.

KINGSTON COAL COMPANY, By F. E. KERREY, General  
Manager.  
THE LEHIGH COAL AND NAVIGATION COMPANY, By  
S. D. WARRINER, President.  
LEHIGH VALLEY COAL COMPANY, By F. M. CHASE,  
Vice-President.  
LEHIGH AND WILKES-BARRE COAL COMPANY, By C. F.  
HUBER, President.

MADEIRA, HILL & COMPANY, By F. C. MADEIRA,  
President.  
G. B. MARKLE COMPANY, By JOHN MARKLE, Presi-  
dent.  
A. PARDEE & COMPANY, By FRANK PARDEE.  
PENNSYLVANIA COAL COMPANY, By W. A. MAY, Presi-  
dent.

THE PHILADELPHIA & READING COAL AND IRON COM-  
PANY, By W. J. RICHARDS, President.  
SUSQUEHANNA COAL COMPANY, By MORRIS WILLIAMS,  
President.  
TEMPLE COAL COMPANY, By S. B. THORNE, President.  
J. S. WENTZ & COMPANY, By D. B. WENTZ.  
WEST END COAL COMPANY, By C. D. SIMPSON.  
WHITNEY & KEMMERER, By J. L. KEMMERER.

Committee Representing Anthracite Operators